

## Staff Summary Report



Council Meeting Date: 12/06/07

Agenda Item Number: 71

**SUBJECT:** This is the **second public hearing** to adopt an ordinance granting two (2) utility easements between the City of Tempe and Arizona Public Service (APS) in conjunction with the Light Rail Project.

**DOCUMENT NAME:** 20071206PWCH07 **GRANT OF EASEMENTS (0904-02)**  
**ORDINANCE NO. 2007.79**

**SUPPORTING DOCS:** Yes

**COMMENTS:** To provide power to the Traction Power Substations, APS has requested easements at 2 locations located at, 916 South Terrace Road and 296 West 3<sup>rd</sup> Street. The easements also allow for continued maintenance and repair of the underground electrical lines.

**PREPARED BY:** LARRY SHOBE, ENGINEERING SERVICES ADMINISTRATOR (x8417)

**REVIEWED BY:** ANDY GOH, DEPUTY PW MANAGER/CITY ENGINEER (x8896)

**LEGAL REVIEW AS TO FORM:** CYNTHIA MCCOY, ASSISTANT CITY ATTORNEY (x2187)

**FISCAL NOTE:** N/A

**RECOMMENDATION:** Adopt Ordinance No. 2007.79 and authorize the Mayor to execute any necessary documents.

Approved by Glenn Kephart, Public Works Manager

ORDINANCE NO. 2007.79

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF TEMPE, ARIZONA, GRANTING UTILITY EASEMENTS TO ARIZONA PUBLIC SERVICE (APS) AT TWO (2) TRACTION POWER SUBSTATIONS LOCATED ALONG THE PROPOSED LIGHT RAIL TRANSIT PROJECT CORRIDOR.

\*\*\*\*\*

WHEREAS, it has been determined that the City of Tempe owns the real estate herein described, and,

WHEREAS, Arizona Public Service has requested easements in the form attached as Exhibits "A" (consisting of 7 pages) and "B" (consisting of 7 pages), to provide power to the two Traction Power Substations located along the Light Rail Project, and

WHEREAS, it would appear to be in the best interest of the City of Tempe to execute the utility easements attached herein, and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TEMPE, MARICOPA COUNTY, ARIZONA, AS FOLLOWS

**Section 1.** The City of Tempe does hereby authorize the granting of two easements to Arizona Public Service on the properties described on, and in the form attached hereto as Exhibits "A" and "B".

**Section 2.** that the easements and other rights granted to Arizona Public Service shall be subject to the same encumbrances, liens, limitations, restrictions, and estates as exist on the land on which the easements are a part.

**Section 3.** The Mayor is hereby authorized to execute any documents that may be necessary to carry out the provisions of this Ordinance. Pursuant to City Charter, Section 2.12, ordinances are effective thirty (30) days after adoption.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF TEMPE,  
ARIZONA this \_\_\_\_\_ day of December, 2007.

\_\_\_\_\_  
Mayor

TEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

# EXHIBIT A

Recorded at the request of CITY OF TEMPE

When recorded, return to:

City of Tempe Basket

AFFIDAVIT AND FEE EXEMPT  
PURSUANT TO ARS SECTION 11-1134.A-3.

NW15-T1N-R4E  
W355311  
TPS SITE 10  
SMR

Page 1 of 3  
296 W. 3<sup>rd</sup> Street

## UTILITY EASEMENT

**CITY OF TEMPE**, a municipal corporation of the State of Arizona, (hereinafter called "Grantor"), is the owner of the following described real property located in Maricopa County, Arizona (hereafter called "Grantor's Property"):

**SEE EXHIBIT "A" ATTACHED HERETO AND MADE PART HEREOF**

Grantor, for and in consideration of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby grant and convey to **ARIZONA PUBLIC SERVICE COMPANY**, an Arizona corporation, (hereinafter called "Grantee"), and to its successors and assigns, a non-exclusive right, privilege, and easement at locations and elevations, in, upon, over, under, through and across, a portion of Grantor's Property described as follows (herein called the "Easement Premises"):

**SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF**

Grantee is hereby granted the right to: construct, reconstruct, replace, repair, operate and maintain electrical lines, together with appurtenant facilities and fixtures for use in connection therewith, for the transmission and distribution of electricity to, through, across, and beyond Grantor's Property; install, operate and maintain cables, conduits, fixtures and facilities to the extent required to supply electricity or for Grantee's own use in connection with supplying electricity (said electrical lines, facilities and fixtures collectively herein called "Grantee Facilities"; and utilize the Easement Premises for all other purposes connected therewith.

Grantee is hereby granted the right, but not the obligation, to trim, prune, cut, and clear away trees, brush, shrubs, or other vegetation on, or adjacent to, the Easement Premises whenever in Grantee's judgment the same shall be necessary for the convenient and safe exercise of the rights herein granted.

Grantee shall at all times have the right of full and free ingress and egress to and along the Easement Premises for the purposes herein specified.

Grantor shall not locate, erect or construct, or permit to be located, erected or constructed, any building or other structure or drill any well within the limits of the Easement Premises; nor shall Grantor plant or permit to be planted any trees within the limits of the Easement Premises without the prior written consent of Grantee. However, Grantor reserves the right to use the Easement Premises for purposes that are not inconsistent with Grantee's easement rights herein conveyed and which do not interfere with or endanger any of the Grantee Facilities, including, without limitation, granting others the right use all or portions of the Easement Premises for utility or roadway purposes and constructing improvements within the Easement Premises such as paving, sidewalks, landscaping, and curbing. Notwithstanding the foregoing, Grantor shall not have the right to lower by more than one foot or raise by more than two feet the surface grade of the Easement Premises, and in no event shall a change in the grade compromise Grantee's minimum cover requirements or interfere with Grantee's operation, maintenance or repair.

Grantor shall maintain a clear area that extends 2 feet from and around all edges of all transformer pads and other equipment pads, 3 feet from and around all edges of all switching cabinet pads and clear operational area that extends 10 feet immediately in front of all transformer, switching cabinet and other equipment openings, as shown on Exhibit "B". No obstructions, trees, shrubs, fixtures, or permanent structures shall be placed by Grantor within said areas.

Grantee agrees that following any installation, excavation, maintenance, repair, or other work by Grantee within the Easement Premises, the affected area will be restored by Grantee to as close to original condition as is reasonably possible, at the expense of Grantee.

The easement granted herein shall not be deemed abandoned except upon Grantee's execution and recording of a formal instrument abandoning the easement.

The covenants and agreements herein set forth shall extend and inure in favor and to the benefit of, and shall be binding on the heirs, administrators, executors, successors in ownership and estate, assigns and lessees of Grantor and Grantee.

IN WITNESS WHEREOF, **CITY OF TEMPE**, a municipal corporation of the State of Arizona, has caused this Utility Easement to be executed by its duly authorized representative, this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

City of Tempe,  
A municipal corporation of the State of Arizona

By: \_\_\_\_\_

Its: \_\_\_\_\_

(Signature)

STATE OF \_\_\_\_\_ }  
County of \_\_\_\_\_ } ss.

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_  
200\_\_ by \_\_\_\_\_.  
(Grantor)

IN WITNESS WHEREOF I hereunto set my hand and official seal.

My commission Expires:

Notary Public

NW15-1N-4E  
W355311  
TPS SITE 10  
SMR

### EXHIBIT "A"

A portion of land located in the Northwest Quarter of Section 15, Township 1 North, Range 4 East of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at the West Quarter corner of Section 15;

Thence North 00 degrees 00 minutes 04 seconds West along the West line of Section 15, a distance of 175.08 feet;

Thence North 89 degrees 59 minutes 56 seconds East a distance of 45.90 feet to the POINT OF BEGINNING;

Thence North 00 degrees 04 minutes 43 seconds West a distance of 172.86 feet;

Thence North 90 degrees 00 minutes 00 seconds East a distance of 11.13 feet to the point of cusp of a curve, concave Northeasterly, whose radius bears North 73 degrees 43 minutes 58 seconds East a distance of 643.11 feet;

Thence Southwesterly along the arc of said curve, through a central angle of 10 degrees 15 minutes 17 seconds a distance of 115.10 feet;

Thence South 26 degrees 31 minutes 58 seconds East a distance of 22.18 feet;

Thence South 18 degrees 29 minutes 08 seconds West a distance of 21.00 feet;

Thence South 63 degrees 23 minutes 42 seconds West a distance of 38.85 feet to the point of cusp of a curve, concave Northwesterly, whose radius bears North 26 degrees 42 minutes 32 seconds West a distance of 140.04 feet;

Thence Southwesterly along the arc of said curve, through a central angle of 09 degrees 25 minutes 30 seconds a distance of 23.04 feet to the POINT OF BEGINNING.

Tract contains 0.15 acres more or less.

NW15-1N-4E  
W355311  
TPS SITE 10  
SMR

**EXHIBIT "B"**

COMMENCING at the West Quarter corner of Section 15;

Thence North 00 degrees 00 minutes 04 seconds West along the West line of Section 15, a distance of 175.08 feet;

Thence North 89 degrees 59 minutes 56 seconds East a distance of 45.90 feet to a point of curvature of a curve concave to the Northwest, whose radius bears North 17 degrees 17 minutes 02 seconds West a distance of 140.04 feet;

Thence Northeasterly along the arc of said curve, through a central angle of 5 degrees 43 minutes 56 seconds a distance of 14.02 feet to the TRUE POINT OF BEGINNING of the easement herein described;

Thence North 05 degrees 59 minutes 30 seconds West a distance of 21.29 feet;

Thence North 10 degrees 57 minutes 22 seconds West a distance of 18.29 feet;

Thence North 79 degrees 02 minutes 38 seconds East a distance of 11.19 feet;

Thence South 22 degrees 03 minutes 18 seconds East a distance of 17.75 feet;

Thence South 00 degrees 48 minutes 37 seconds East a distance of 6.44 feet;

Thence North 57 degrees 11 minutes 54 seconds East a distance of 10.68 feet;

Thence North 77 degrees 39 minutes 27 seconds East a distance of 22.88 feet;

Thence South 57 degrees 11 minutes 54 seconds West a distance of 37.12 feet;

Thence South 00 degrees 48 minutes 37 seconds East a distance of 3.11 feet;



NW15-1N-4E  
W355311  
TPS SITE 10  
SMR

Thence South 63 degrees 23 minutes 42 seconds West a distance of 4.51 feet to a point of curvature of a non-tangent curve, concave to the Northwest and having a radius bearing North 26 degrees 42 minutes 32 seconds West a distance of 140.04 feet;

Thence Southwesterly along the arc of said curve, through a central angle of 03 degrees 41 minutes 34 seconds a distance of 9.02 feet to the TRUE POINT OF BEGINNING.

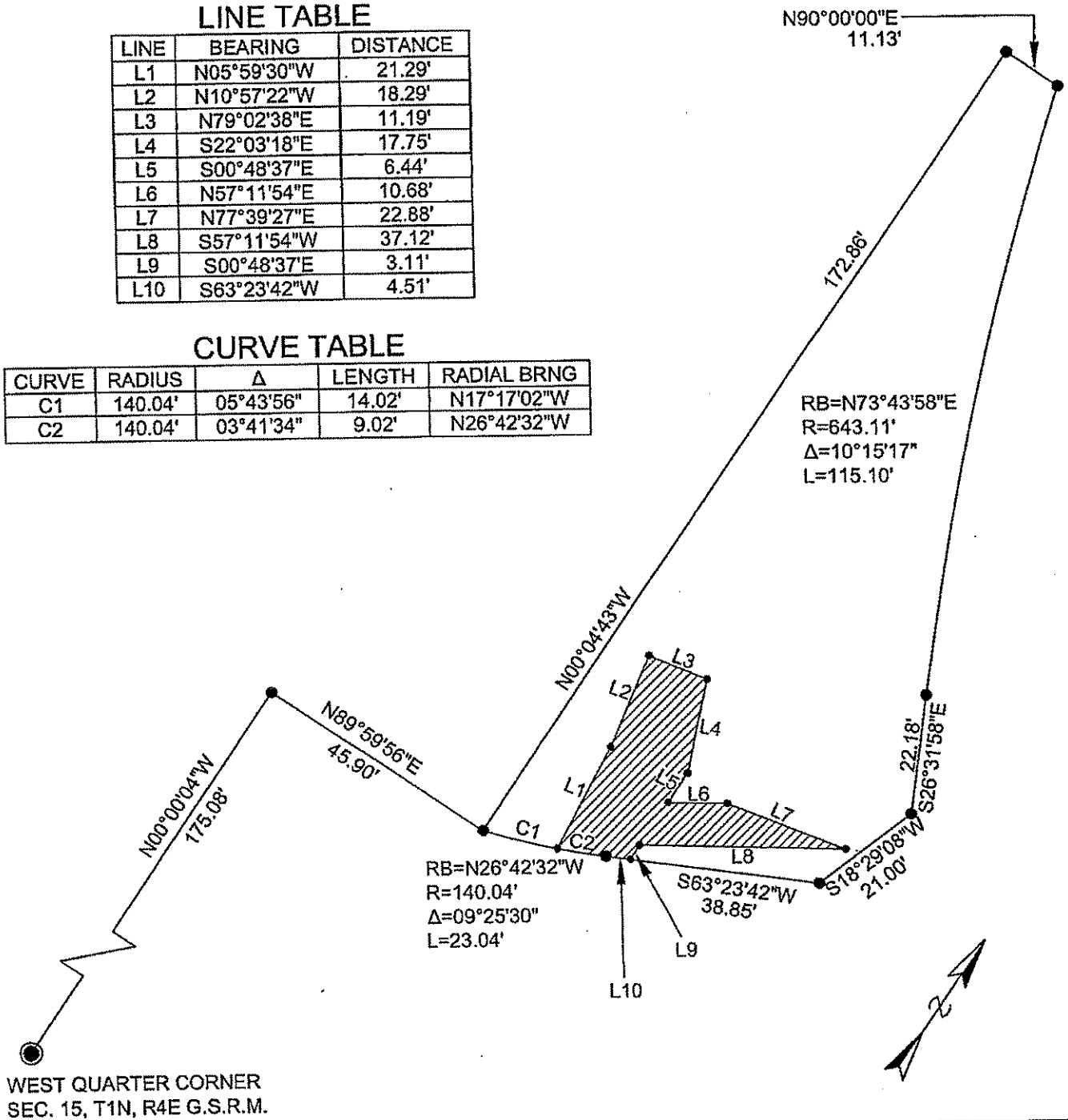


# LINE TABLE

LINE	BEARING	DISTANCE
L1	N05°59'30"W	21.29'
L2	N10°57'22"W	18.29'
L3	N79°02'38"E	11.19'
L4	S22°03'18"E	17.75'
L5	S00°48'37"E	6.44'
L6	N57°11'54"E	10.68'
L7	N77°39'27"E	22.88'
L8	S57°11'54"W	37.12'
L9	S00°48'37"E	3.11'
L10	S63°23'42"W	4.51'

# CURVE TABLE

CURVE	RADIUS	Δ	LENGTH	RADIAL BRNG
C1	140.04'	05°43'56"	14.02'	N17°17'02"W
C2	140.04'	03°41'34"	9.02'	N26°42'32"W



THE PURPOSE OF THIS EXHIBIT IS TO DEPICT THE DIMENSIONS AND APPROXIMATE LOCATION AND ALIGNMENT OF THE ELECTRIC EASEMENT. THE LOCATION AND ALIGNMENT OF THE ELECTRIC FACILITIES AS ACTUALLY CONSTRUCTED SHALL TAKE PRECEDENCE OVER THE LOCATION AND ALIGNMENT SHOWN ON THIS EXHIBIT.

<b>APS</b>		<b>TPSS SITE 10 EXHIBIT B</b>	
WO#:	W355311	DATE:	08/09/07
BY:	S.RENDON	SCALE:	NTS
FILENAME:	EXHIBIT	SHEET	3 OF 3

## EXHIBIT B

Recorded at the request of CITY OF TEMPE

When recorded, return to:

City of Tempe Basket

AFFIDAVIT AND FEE EXEMPT  
PURSUANT TO ARS SECTION 11-1134.A-3.

NW23-T1N-R4E  
W355311  
TPS SITE 11  
SMR

Page 1 of 3  
916 S. Terrace Road

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IN WITNESS WHEREOF, **CITY OF TEMPE**, a municipal corporation of the State of Arizona, has caused this Utility Easement to be executed by its duly authorized representative, this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

City of Tempe,  
A municipal corporation of the State of Arizona

By: \_\_\_\_\_

Its: \_\_\_\_\_

(Signature)

STATE OF \_\_\_\_\_ }  
County of \_\_\_\_\_ } ss.

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_  
200\_\_ by \_\_\_\_\_.  
(Grantor)

IN WITNESS WHEREOF I hereunto set my hand and official seal.

My commission Expires:

Notary Public

NW23-1N-4E  
W355311  
TPS SITE 11  
SMR

### **EXHIBIT "A"**

A portion of land located in the Northwest Quarter of Section 23, Township 1 North, Range 4 East of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at the intersection of University Drive and Rural Road, said point also being the Northwest Corner of Section 23;

Thence South 00 degrees 05 minutes 28 seconds East, along the centerline of Rural Road and the West line of said Section 23, a distance of 1046.49 to the intersection of Terrace Road;

Thence North 89 degrees 50 minutes 51 seconds East, along the centerline of Terrace Road, a distance of 256.56 feet to the point of curvature of a tangent curve, concave to the Southeast, and having a radius of 250.00 feet;

Thence Southeasterly along said curve and centerline of Terrace Road, through a central angle of 22 degrees 59 minutes 28 seconds a distance of 100.32 feet;

Thence North 22 degrees 50 minutes 19 seconds East, a distance of 66.03 feet to the POINT OF BEGINNING;

Thence North 40 degrees 53 minutes 14 seconds West, a distance of 61.72 feet;

Thence North 46 degrees 39 minutes 10 seconds East, a distance of 90.17 feet;

Thence South 43 degrees 20 minutes 50 seconds East, a distance of 61.67 feet;

Thence South 46 degrees 39 minutes 15 seconds West, a distance of 92.82 feet to the POINT OF BEGINNING.

Tract contains 0.13 acres more or less.

NW23-1N-4E  
W355311  
TPS SITE 11  
SMR

### **EXHIBIT "B"**

COMMENCING at the intersection of University Drive and Rural Road, said point also being the Northwest Corner of Section 23;

Thence South 00 degrees 05 minutes 28 seconds East, along the centerline of Rural Road and the West line of said Section 23, a distance of 1046.49 to the intersection of Terrace Road;

Thence North 89 degrees 50 minutes 51 seconds East, along the centerline of Terrace Road, a distance of 256.56 feet to the point of curvature of a tangent curve, concave to the Southeast, and having a radius of 250.00 feet;

Thence Southeasterly along said curve and centerline of Terrace Road, through a central angle of 22 degrees 59 minutes 28 seconds a distance of 100.32 feet;

Thence North 22 degrees 50 minutes 19 seconds East, a distance of 66.03 feet;

Thence North 40 degrees 53 minutes 14 seconds West, a distance of 52.00 feet to the TRUE POINT OF BEGINNING of the easement herein described;

Thence continuing North 40 degrees 53 minutes 14 seconds West a distance of 8.00 feet;

Thence North 49 degrees 06 minutes 46 seconds East a distance of 25.22 feet;

Thence North 43 degrees 20 minutes 50 seconds West a distance of 2.79 feet;

Thence North 46 degrees 39 minutes 10 seconds East, a distance of 40.53 feet;

Thence South 43 degrees 13 minutes 33 seconds East a distance of 13.35 feet;

Thence South 46 degrees 39 minutes 10 seconds West a distance of 23.46 feet;

Thence South 43 degrees 20 minutes 50 seconds East a distance of 8.68 feet;

Thence South 46 degrees 16 minutes 09 seconds West a distance of 8.00 feet;

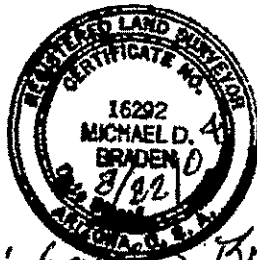
NW23-1N-4E  
W355311  
TPS SITE 11  
SMR

Thence North 43 degrees 20 minutes 50 seconds West a distance of 8.73 feet;

Thence South 46 degrees 39 minutes 10 seconds West a distance of 9.04 feet;

Thence North 43 degrees 20 minutes 50 seconds West a distance of 2.54 feet;

Thence South 49 degrees 06 minutes 46 seconds West a distance of 25.57 feet to the TRUE POINT OF BEGINNING.



*Michael D. Braden*



NORTHWEST CORNER  
SEC. 23, T1N, R4E G.S.R.M.

*Michael D. Braden*



S00°05'28"E  
1046.49'

N89°50'51"E  
236.56'

R=250.00'  
Δ=22°59'28"  
L=100.32'

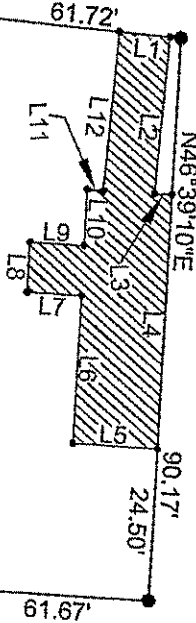
N22°50'19"E  
66.03'

N40°53'14"W  
52.00'

S46°39'10"W

92.82'

S43°20'50"E



LINE TABLE

LINE	BEARING	DISTANCE
L1	N40°53'14"W	8.00'
L2	N49°06'46"E	25.22'
L3	N43°20'50"W	2.79'
L4	N46°39'10"E	40.53'
L5	S43°13'33"E	13.35'
L6	S46°39'10"W	23.46'
L7	S43°20'50"E	8.68'
L8	S46°16'09"W	8.00'
L9	N43°20'50"W	8.73'
L10	S46°39'10"W	9.04'
L11	N43°20'50"W	2.54'
L12	S49°06'46"W	25.57'

<b>APS</b>		<b>TPSS SITE 11</b>	
		<b>EXHIBIT B</b>	
WO#:	W365311	DATE:	08/09/07
BY:	S.RENDON	SCALE:	NTS
FILENAME:	EXHIBIT	SHEET	3 OF 3

THE PURPOSE OF THIS EXHIBIT IS TO DEPICT THE DIMENSIONS AND APPROXIMATE LOCATION AND ALIGNMENT OF THE ELECTRIC EASEMENT. THE LOCATION AND ALIGNMENT OF THE ELECTRIC FACILITIES AS ACTUALLY CONSTRUCTED SHALL TAKE PRECEDENCE OVER THE LOCATION AND